

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN**

|                          |   |                      |
|--------------------------|---|----------------------|
| UNITED STATES OF AMERICA | § | Claim No: 1999A14178 |
|                          | § |                      |
| vs.                      | § |                      |
|                          | § |                      |
| Victor Little            |   |                      |

|                  |
|------------------|
| <b>COMPLAINT</b> |
|------------------|

TO THE HONORABLE UNITED STATES DISTRICT COURT JUDGE:

The United States of America, plaintiff, alleges that:

**Jurisdiction**

1. This Court has jurisdiction over the subject matter of this action pursuant to Article III, Section 2, U.S. Constitution and 28 U.S.C. § 1345.

**Venue**

2. The defendant is a resident of Saginaw County, Michigan within the jurisdiction of this Court and may be served with service of process at 933 Athens Street, Saginaw, Michigan 48601.

**The Debt**

3. The debt owed the USA is as follows:

|   |            |
|---|------------|
| A. Current Principal ( <i>after application of all<br/>prior payments, credits, and offsets</i> ) | \$2,790.12 |
| B. Current Capitalized Interest Balance and<br>Accrued Interest                                   | \$5,357.32 |
| C. Administrative Fee, Costs, Penalties   | \$0.00     |
| D. Credits previously applied ( <i>Debtor payments,<br/>credits, and offsets</i> )                | \$0.00     |

|                   |                   |
|-------------------|-------------------|
| E. Attorneys fees | \$0.00            |
| <b>Total Owed</b> | <b>\$8,147.44</b> |

The Certificate of Indebtedness, attached as Exhibit A", shows the total owed excluding attorney's fees and CIF charges. The principal balance and the interest balance shown on the Certificate of Indebtedness is correct as of the date of the Certificate of Indebtedness after application of all prior payments, credits, and offsets. Prejudgment interest accrues at the rate of 8.000% per annum.

**Failure to Pay**

4. Demand has been made upon the defendant for payment of the indebtedness, and the defendant has neglected and refused to pay the same.

WHEREFORE, USA prays for judgment:

A. For the sums set forth in paragraph 3 above, plus prejudgment interest through the date of judgment, all administrative costs allowed by law, and post-judgment interest pursuant to 28 U.S.C. § 1961 that interest on the judgment be at the legal rate until paid in full;

B. For attorneys' fees to the extent allowed by law; and,

C. For such other relief which the Court deems proper.

Respectfully submitted,

By: s/Charles J. Holzman (P35625)  
Holzman Corkery, PLLC  
Attorneys for Plaintiff  
Tamara Pearson (P56265)  
28366 Franklin Road  
Southfield, Michigan 48034  
(248) 352-4340  
[usa@holzmanlaw.com](mailto:usa@holzmanlaw.com)

**U. S. DEPARTMENT OF EDUCATION  
SAN FRANCISCO, CALIFORNIA**

CERTIFICATE OF INDEBTEDNESS

Victor Little  
AKA Victor L. Little  
1615 Prueter Dr.  
Saginaw, MI. 48601

I certify that Department of Education records show that the borrower named above is indebted to the United States in the amount stated below plus additional interest from 01/04/99.

On or about 10/10/90, the borrower executed promissory note(s) to secure loan(s) of \$2,625.00 from Michigan Direct Student Loan Program, Lansing, MI. at 8.00 percent interest per annum. This loan obligation was guaranteed by Michigan Higher Education Assistance Authority and then reinsured by the Department of Education under loan guaranty programs authorized under Title IV-B of the Higher Education Act of 1965, as amended, 20 U.S.C. 1071 et seq. (34 CFR. Part 682). The holder demanded payment according to the terms of the note(s), and credited \$0.00 to the outstanding principal owed on the loan(s). The borrower defaulted on the obligation on 05/31/91, and the holder filed a claim on the guarantee.

Due to this default, the guaranty agency paid a claim in the amount of \$2,625.00 to the holder. The guarantor was then reimbursed for that claim payment by the Department under its reinsurance agreement. The guarantor attempted to collect the debt from the borrower. The guarantor was unable to collect the full amount due, and on 10/15/97, assigned its right and title to the loan(s) to the Department.

Since assignment of the loan, the Department has received a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any. After application of these payments, the borrower now owes the United States the following:

|                                  |            |
|----------------------------------|------------|
| Principal:                       | \$2,790.12 |
| Interest:                        | \$2,337.40 |
| Administrative/Collection Costs: | \$0.00     |
| Late fees                        | \$0.00     |
| Total debt as of 01/04/99:       | \$5,127.52 |

Interest accrues on the principal shown here at the rate of \$0.61 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 1/14/99

Name: Sheryl Davis

Title: LOAN ANALYST

Branch: LITIGATION BRANCH

MICHIGAN GUARANTY AGENCY

Application and Promissory No. for a Guaranteed Student Loan

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties which may include fines or imprisonment under the United States Criminal Code and 20 USC 1097. 06390

AG- X-000026-08 D

# SECTION I - TO BE COMPLETED BY THE STUDENT - READ THE INSTRUCTIONS - TYPE OR PRINT IN INK

|  |   |   |  |
|--|---|---|--|
| 1A Social Security Number  | Last Name, First, M.I., Permanent Home Address<br><b>Little, Victor L.<br/>2504 Needham<br/>Saginaw, MI 48601</b>   |   | 28 Correct item 2A in this space   |
| 1B Correct item 1A in this space   |   |   | Name<br>Address<br>City, State, Zip  |
| 3 Birthdate  | Driver's License  | Area Code/Phone No.<br><b>517-752-6953</b>        | 6 U.S. Citizenship Status (check one) <input checked="" type="checkbox"/> 1 Citizen <input type="checkbox"/> 2 Non-Citizen<br>Eligible |
| 7 References - You must provide separate adult references with different addresses (carefully read instructions).  |   | Area Code/Phone No.                               | Employer   |
| Name   |   | Street, City, State, Zip                          |  |
| A Louberta Little  | Dan Casimir   | Saginaw MI  | Retired  |
| B Gerald Little  | 1402 Casimir  | Saginaw MI  | General Motor  |
| C Robert Collins   | 282 Parkside Ct.  | Saginaw MI  | Saginaw Cour   |
| 8 Intended Enrollment Status (check one)<br><input checked="" type="checkbox"/> 1 Full-time <input type="checkbox"/> 2 At least half-time                                    | 9 Major Course of Study<br><b>55</b>  | 10 Requested Loan Amount<br><b>2625.00</b>        | 11 For this Loan. From <b>10-90</b> To <b>11-91</b>  |
| 12 Have you ever defaulted on an Education Loan? (check one)<br>If yes, carefully read instructions. <input type="checkbox"/> 1 Yes <input checked="" type="checkbox"/> 2 No | 13 Do you have any unpaid student loans? (check one)<br>If yes, carefully read instructions. If no, complete 13A through 13E with zeroes. <input type="checkbox"/> 1 Yes <input checked="" type="checkbox"/> 2 No |   |  |
| 13A Total unpaid balance of your most recent GSL. <b>0.00</b>  | 13B Interest rate on your most recent GSL. <b>0</b> %   | 13C Grade level of your most recent GSL. <b>0</b> | 13D Beginning and ending dates of your most recent GSL. From <b>0</b> To <b>0</b>  |
| 13E Total unpaid balance of all your Guaranteed Student Loans or any portion of this loan included in your Consolidation Loan. <b>0.00</b>                                   | 14 Name and Address of Previous Lender, if any. <b>None</b>   |   |  |

SEE INSTRUCTIONS ON THE FRONT OF THE BOOKLET FOR ITEM 15.  
15. PERMANENT RESIDENT OF **MI** SINCE MONTH **10** YEAR **56**

## Promissory Note for a Guaranteed Student Loan

I, **Victor L. Little**, hereby certify that I am a resident of the State of Michigan and that I am a student at the time of the execution of this note. I agree to the terms and conditions of the loan and to the assignment of the loan to the guaranty agency. I agree to pay the loan in accordance with the terms and conditions of the loan agreement. I agree to pay the loan in accordance with the terms and conditions of the loan agreement. I agree to pay the loan in accordance with the terms and conditions of the loan agreement.

Signature of Student Borrower **x Victor L. Little** Date **10/10/90**

## SECTION II - TO BE COMPLETED BY THE SCHOOL

|  |   |  |  |  |
|--|---|--|--|--|
| 20 Name and Address of School<br><b>CHAUFFEUR'S TRAINING SCHOOL, INC.<br/>G-6434 S. DORT HWY<br/>GRAND BLANC, MI 48439</b> | 21 School Code<br><b>021461</b>                           | 22 Area Code/Phone No.<br><b>313-695-2900</b>  | 23 Grade Level Code<br><b>01</b>                                 | 23B Correct item in this space                     |
| 24 Recommended Disbursement Date<br><b>10-08-90 11-07-90</b>   | 24A Anticipated Completion Date<br><b>11-90</b>           | 24B Correct item 24A in this space             | 25 Enrollment Period Covered by Loan<br><b>10-08-90 11-29-90</b> | 26 Family Adjusted Gross Income<br><b>17970.00</b> |
| 27 Estimated Cost of Attendance For Loan Period<br><b>5235.00</b>  | 28 Estimated Financial Aid for Loan Period<br><b>0.00</b> | 29 Expected Family Contribution<br><b>0.00</b> | 30 Difference (27 minus the sum of 28 plus 29)<br><b>5235</b>    | 29B Correct item 29A in this space                 |

31 I have read and understand the terms of the school certification printed on the back of the application. Signature of Authorized Fin. Aid Director **Lisa Harvener** Date **10-10**

## SECTION III - TO BE COMPLETED BY THE LENDER

|  |  |   |                        |
|--|--|---|------------------------|
| 32 Name and Address of lending institution.<br><b>MICHIGAN DIRECT STUDENT LOAN PROGRAM<br/>P. O. BOX 30051<br/>LANSING, MI 48909</b> | 33 Loan Amount Approved<br><b>2625.00</b>                      | 34 Interest Rate<br><b>8-10%</b>              | 35 Fee                 |
| 36 Lender Code<br><b>825585</b>  | 37 Anticipated Disbursement Date(s)<br><b>10/20/90 11/7/90</b> | 38 Area Code/Phone No.<br><b>800-877-5659</b> | 39 For Lender Use Only |
| 40 Signature of Authorized Lending Official<br><b>Act</b> Date <b>10/20/90</b>   |  |   |                        |

USA Funds Form 115C 9/87 B11

I CERTIFY UNDER PENALTY OF  
PERJURY THAT THIS IS A TRUE  
AND EXACT COPY OF THE  
ORIGINAL PROMISSORY NOTE  
Jeffrey D. N. 98  
NAME DATE



beginning no later than the end of my grace period. Guarantee and Disclosure Statement, or Child Aid in School, which certified this application for the award, not be eligible for a grace period. During the grace period, begin before my grace period ends.

[illegible][illegible][illegible][illegible]

that are required by Federal law and regulations for the collection of the loan  
you incur in connection with this loan.

[illegible][illegible]

from businesses, with interest on the unpaid balance from the proprietary firm. Once the loan is paid in full, I will receive the loan over a repayment period of 5 years but no more than 10 years. However, the following exceptions to the rules apply:

During the grace period, or less a short time period, the Lender

The undersigned does hereby sell, assign, transfer and set over unto the Michigan Higher Education Assistance Authority its interest in this note.

Rich High Ed Steel Co. Auth.  
Lender

By: Wesley A. Boring  
Date: 12/23/91 Assistant Vice-President

[illegible][illegible][illegible]

I CERTIFY UNDER PENALTY OF  
PERJURY THAT THIS IS A TRUE  
AND EXACT COPY OF THE  
ORIGINAL PROMISSORY NOTE  
SS-88 12-17-98  
NAME DATE